

REMARKS

The final Office Action dated May 21, 2007 rejected claims 1-4, 7-9, 11-18, 21-23, 25-32, 35-37, and 39-42. Applicants are amending claims 1-4, 7-9, 11, 14, 29-32, 35-37, and 39-42. Applicants have canceled claims 5, 6, 10, 15-28, 33, 36, and 39, and are adding new claims 43-52. Applicants respectfully submit that no new matter is being added by these amendments and new claims.

Rejection Under 35 U.S.C. § 112

The Examiner rejected claims 1-4, 7-9, 11-18, 21-23, 25-32, 35-37, and 39-42 under 35 U.S.C. § 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicants respectfully traverse.

Applicants are amending claims 1-4, 7-9, 11, 14, 29-32, 35-37, and 39-42, have canceled claims 15-28, and are adding new claims 43-52. Applicants respectfully submit that the amended and new claims are not indefinite.

Rejection under 35 U.S.C. § 103

The Examiner rejected claims 1-4, 7-9, 11-18, 21-23, 25-32, 35-37, and 39-42 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,327,363 to Henderson et al. and U.S. Patent No. 6,606,744 to Mikurak, in view of U.S. Patent Application Publication No. 2001/0042022 to Kirkpatrick et al. Applicants respectfully traverse.

The Henderson reference generally discloses a method of allowing a customer to pre-purchase product support when purchasing a product. When a customer needs help from a customer service representative, he uses a pre-paid phonecard containing a PIN to conduct

the transaction and debit the pre-paid account. As depicted in Figures 7A-7E of Henderson, a customer dials a telephone number, the Henderson system collects the PIN and routes the call to the customer service center. When the customer service representative answers the call, a timer starts and the customer's pre-paid account is debited.

Henderson does not disclose "creating a plurality of modules for use in a multi-functional customer relationship management tool, wherein each module enables specific access to and manipulation of the customer and product databases by at least one client representative" as recited in claims 1 and 29. Col. 3, lines 50-61 of Henderson discloses a transaction processor configured to route a customer call to an appropriate service center. The transaction processor of Henderson is not a module that enables specific access to and manipulation of customer and product databases.

Henderson does not disclose "enabling the first client representative to update the customer database from information received from the customer to add or modify a specific customer record logging the customer contact and recording any new product or warranty purchase information, service request, return merchandise request, or complaint using at least one of the plurality of modules" as recited in claims 1 and 29. On page 4 of the Office Action the Examiner acknowledges that Henderson does not disclose allowing a first client representative to update the customer database from information received from the customer to add or modify a specific customer record logging the customer contact and recording any new product or warranty purchase information, service request, return merchandise request or complaint.

The Mikurak reference does not disclose "enabling the first client representative to update the customer database from information received from the customer to add or modify

a specific customer record logging the customer contact and recording any new product or warranty purchase information, service request, return merchandise request, or complaint using at least one of the plurality of modules” as recited in claims 1 and 29. Column 162, lines 46-67 of Mikurak discloses a web customer service component that lists warranties for view by a user, and that when a user has a product that requires service or return under warranty the identity of the user is checked to ensure that the user has registered. The user’s claim is then checked and compared to the warranty to ensure that the claim meets the warranty criteria, and if so, the claim is routed to an agent. Mikurak discloses the existence of warranties and that they may be viewed by users and checked for warranty criteria, but there is no disclosure of where these warranties reside or how they got there. Mikurak does not disclose enabling a client representative to update a customer database to record any product purchase information, any warranty purchase information, any service request, or any return merchandise request. Column 162, lines 46-67 of Mikurak further discloses that complaints can be “handled” but provides no information as to how the “handling” occurs. Column 163, lines 32-65 of Mikurak discloses that customers are informed of upgrades and other commercial offerings. The portions of Mikurak cited by the Examiner do not disclose enabling a first client representative to update a customer database to add or modify a specific customer record.

Neither Henderson nor Mikurak discloses “enabling a second client representative . . . to access at least one of the plurality of modules over the Internet to update inventory information in a product record regarding a product at a warehouse location” as recited in claims 1 and 29. On page 5 of the Office Action the Examiner acknowledged that neither

Henderson nor Mikurak discloses enabling a second client representative to update a product record to update inventory information of a product at a warehouse location.

The Kirkpatrick reference does not disclose “enabling a second client representative . . . to access at least one of the plurality of modules over the Internet to update inventory information in a product record regarding a product at a warehouse location” as recited in claims 1 and 29. Paragraph [0041] of Kirkpatrick discloses that a “buy file” is created when a consumer buys a product and that the “buy file” may be updated each time a consumer purchases or registers additional products or services. Paragraph [0042] of Kirkpatrick discloses that a consumer, such as a small business, can access its “buy file” to see a record of the products and services that it purchased. Paragraph [0043] of Kirkpatrick discloses that the “buy file” can include information that indicates the consumer’s willingness to receive information associated with a product purchased by the consumer.

The “buy file” of Kirkpatrick reflects information about products or services purchased by a consumer, and the system of Kirkpatrick allows a consumer to view its buy file to “inventory,” i.e., account for, the products and services that it has purchased. There is no mention in the Kirkpatrick reference of any place where these purchased products and services might actually be located, and the words “warehouse location” do not appear anywhere in the Kirkpatrick reference. The “buy file” of Kirkpatrick is not a “product record” that includes “inventory information . . . regarding a product at a warehouse location.” The portions of Kirkpatrick cited by the Examiner do not disclose enabling a second client representative to update inventory information in a product record regarding a product at a warehouse location.

Neither Henderson, Mikurak, or Kirkpatrick, either alone or in combination, discloses all of the limitations of claims 1 and 29. Applicants respectfully submit that claims 1 and 29 are not obvious in view of Henderson, Mikurak, and Kirkpatrick and are in condition for allowance. Claims 2-4, 7-9, 11, and 14 depend from claim 1 and are therefore allowable for at least the same reasons. Claims 30-32, 35-37, and 39-42 depend from claim 29 and are therefore allowable for at least the same reasons.

New Claims

Applicants respectfully submit that neither Henderson, Mikurik, or Kirkpatrick, either alone or in combination, discloses all of the limitations of new claims 43-52. None of the cited references discloses a multi-function customer relationship management tool as recited in claim 43. Applicants respectfully submit that claims 43-52 are in condition for allowance.

Conclusion

Based on the foregoing amendments and remarks, Applicants respectfully submit that all pending claims in the present application are in condition for allowance and respectfully request the issuance of a Notice of Allowance. If a telephone conference would facilitate the prosecution of this application, the Examiner is invited to contact Applicants' attorney at the number listed below.

Respectfully submitted,

Dated: 9/21/2007

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